



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

June 20, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**NOTICE OF INTENTION TO PURCHASE UNIMPROVED REAL PROPERTY IN THE
MARSHALL CANYON AREA, CITY OF CLAREMONT, C.P. 69483
(FIFTH DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the acquisition of the above referenced real property is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve the attached Notice of Intention to acquire 80 acres of unimproved real property located in the Marshall Canyon area of the City of Claremont from the Trust for Public Land.
3. Instruct the Executive Officer of the Board of Supervisors to carry out the necessary legal advertising pursuant to Government Code Sections 25350 and 6063.

**IT IS FURTHER RECOMMENDED THAT, AFTER THE CLOSE OF THE PUBLIC
HEARING, YOUR BOARD:**

1. Order the purchase consummated in accordance with Section 25350 of the Government Code.
2. Approve and instruct the Mayor to sign the attached Purchase and Sale Agreements with the Trust for Public Land (TPL).

3. Authorize the Chief Administrative Office (CAO) to execute any required documentation necessary to complete the transfer of title to the County of Los Angeles (County) and to accept the deeds conveying title.
4. Request the Assessor to remove the subject real property from the tax roll effective upon transfer of title.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to accomplish a transfer of title to 80 acres of unimproved real property (Assessor's parcels 8678-018-024, 025 and 032 and 8678-019-014) from the Trust for Public Land. This property is located adjacent to and at the southeasterly corner of the County's existing Marshall Canyon Regional Park and Golf Course. The proposed acquisition will preserve open space and natural habitat and is the second phase of acquisition for the Marshall Canyon Conservation Corridor along the front range of the San Gabriel Mountains, which when complete, will create a five-mile corridor of protected open space and natural habitat between San Dimas Canyon on the west and Mount Baldy Road in Claremont on the east.

On February 24, 2005, the State Wildlife Conservation Board (WCB) awarded the County \$5,115,000 for acquisition of open space in the Marshall Canyon area within the cities of La Verne, Claremont and adjacent unincorporated territory. On September 20, 2005, your Board approved the assignment of this grant along with \$500,000 of Proposition A Excess Funds to TPL to streamline the acquisition of several parcels from private owners all of which were transferred to the City of La Verne to create a wilderness park with the exception of one parcel, adjacent to Marshall Canyon Regional Park, for which title was conveyed to and accepted by the County. The remaining unexpended balance of the WCB grant and Proposition A Excess Funds, amounting to \$1.45 million, will be used in combination with an additional \$1.0 million of Proposition A Excess Funds to enable TPL to acquire the subject 80 acres from the current private owners and then convey title on a gratis basis to the County. To accomplish this end result, as related items on today's agenda, the Regional Park and Open Space District and the Department of Parks and Recreation are recommending that your Board allocate and assign \$1.0 million of Fifth Supervisorial District Proposition A Excess Funds to TPL and to enter into an agreement with the WCB to reallocate the unexpended grant funds for this second phase of acquisition and to assign them to TPL.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations further the Board-approved County Strategic Plan Goal 1 (Service Excellence) and Goal 6 (Community Service) by enabling the preservation of open space and sensitive plant and wildlife habitat, and by expanding passive recreational opportunities in Los Angeles County. Your Board's approval of these recommendations will also further Goal 4 (Fiscal Responsibility) through public/private partnership involving the State, TPL, the Regional Park and Open Space District, and the County to accomplish the acquisition of this property.

FISCAL IMPACT/FINANCING

The total cost of acquiring the subject properties will not exceed \$2.45 million and will be funded from the above mentioned \$1.45 million in State WCB grant and Proposition A Excess Funds in combination with an additional \$1.0 million of Proposition A Excess Funds to be allocated and assigned to TPL by the Regional Park and Open Space District and the Department of Parks and Recreation.

OPERATING BUDGET IMPACT

The subject property is adjacent to Marshall Canyon Regional Park and Golf Course, and as such, will be managed and maintained by the Department of Parks and Recreation within existing staff and budgetary resources. Based on current assessment information, the Department of Parks and Recreation anticipates an annual cost of \$2,700 for special assessments levied on the subject property.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The subject property, as shown on the attached map, consists of four Assessor parcels and contains a total area of 80 acres. All four parcels are located in the City of Claremont and are zoned SD2 – Hillside District which allows estate-type single family residences at a density ranging from two acres to twenty acres per dwelling unit depending upon topography and geological conditions. The total combined funding of \$2,450,000 is sufficient to cover the fair market value of the subject properties established by outside appraisal at \$2,260,000 plus all escrow, closing, and title insurance costs. The appraisal reports have been reviewed and approved by the State Department of General Services.

The Honorable Board of Supervisors
June 20, 2006
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The Department of Parks and Recreation has reviewed and concurs with the recommended actions. The CAO, pursuant to Government Code Section 65402, has provided notification to the City of Claremont of the County's intent to acquire the subject properties. The Department of Public Works has reviewed and approved the preliminary title reports issued by Chicago Title Company and First American Title Company, who will insure title, and it has reviewed Phase I environmental site assessments on subject parcels and concurs with the consultant's conclusions that no further investigations of surface and subsurface conditions are warranted. County Counsel has reviewed and approved as to form the attached Notice of Intention and two Purchase and Sale Agreements.

ENVIRONMENTAL DOCUMENTATION

This acquisition is categorically exempt from CEQA pursuant to Sections 15313, 15316 (a) and 15325 (a) of the State CEQA Guidelines and Classes 16 and 25 of the County's Environmental Document Reporting Procedures and Guidelines.

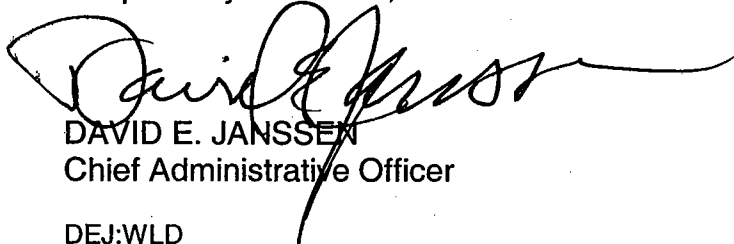
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will serve to increase passive recreational opportunities for the public and will have no impact on any other current County services or projects.

CONCLUSION

It is requested that the Executive Officer of the Board of Supervisors return duplicate conformed copies of the adopted Board letter, two certified copies of the Minute Order, and two original signature copies of the attached Purchase and Sale Agreements.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:WLD
DS:lis

Attachments (4)

c: County Counsel
Department of Parks and Recreation
Assessor
Auditor-Controller

MarshallCyn.b

NOTICE OF INTENTION
TO PURCHASE REAL PROPERTY

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California to purchase 80 acres of unimproved land in the Marshall Canyon area located in the City of Claremont, County of Los Angeles, State of California as legally described on the attached Exhibits "A-1" and "A-2" for the sum of TWO MILLION TWO HUNDRED SIXTY THOUSAND DOLLARS (\$2,260,000) from the fee simple owner, the Trust for Public Land, a California nonprofit public benefit corporation.

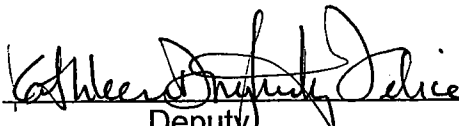
NOTICE IS HEREBY GIVEN that the purchase of real property will be consummated by the Board of Supervisors of the County of Los Angeles, State of California, on the _____ day of _____, 2006, at 9:30 a.m. in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. No obligation will arise against the County and in favor of the Seller with respect to the purchase of the property described herein until the Board of Supervisors approves the purchase on the named consummation date.

The foregoing Notice of Intention was approved on the _____ day of _____, 2006, by the Board of Supervisors of the County of Los Angeles, State of California.

SACHI A. HAMAI, Executive Officer/
Clerk of the Board of Supervisors

By _____

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By 
Deputy

AGREEMENT OF PURCHASE AND SALE
(Marshall Canyon - Nevius)

This Agreement of Purchase and Sale (this "Agreement") is made and entered into as of May 5, 2006 by and between **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation, ("TPL") and **COUNTY OF LOS ANGELES**, a political subdivision of the State of California ("County"). TPL and County together may be collectively referred to as "the Parties" hereinafter.

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are set forth below. Telephone and facsimile numbers are included for information only.

TPL:

The Trust for Public Land
Western Regional Office
116 New Montgomery, 3rd Floor
San Francisco, CA 94105
Attn: Gilman Miller, Esq.
Tel: (415) 495-5660, ext. 360
Fax: (415) 442-0487

COUNTY:

Chief Administrative Office
County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 754
Los Angeles, CA 90012
Attn: Don Simpson
Tel: (213) 974-4262
Fax: (213) 217-5112

Copies of any notice to TPL shall also be sent to:

The Trust for Public Land
Western Regional Office
116 New Montgomery, 3rd Floor
San Francisco, CA 94105
Attn: Brady Moss
Tel: (415) 495-5660, ext. 384
Fax: (415) 495-0541

Copies of any notice to County should also be sent to:

Office of the County Counsel
County of Los Angeles
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Attn: Kathleen Dougherty Felice,
Principal Deputy County Counsel
Tel: (213) 974-1852
Fax: (213) 687-7337

B. TPL has entered into an Option Agreement dated as of January 23, 2006 (the "Option") with the current owners ("Owner(s)") of the Property (as defined below), which is the subject of this Agreement of Purchase and Sale. Under the Option, TPL has the option to purchase, subject to certain terms and conditions, the Property located in Los Angeles County, California, which real property (the "Property") is more particularly described in Exhibit A attached hereto. The Property includes all tenements, hereditaments, and appurtenances, including improvements, fixtures, timber, water, crops, oil, gas and minerals located in, under, and on it, and all rights appurtenant to it, including but not limited to timber rights, water rights, grazing rights, access rights and oil, gas and mineral rights, development rights, air rights, and all other rights, privileges, licenses, and permits owned by Seller and in any way related to or accruing to the use and benefit of that real property. TPL has delivered to the County and the County acknowledges receipt of a copy of the Option.

C. County wishes to purchase the Property from TPL and TPL wishes to sell the Property to County on the terms and subject to the conditions set forth in this Agreement. The purpose of this purchase and sale is to enable the parties to this Agreement to preserve open space and natural habitat in the San Gabriel Mountains and to provide passive recreational opportunities to be open and available to the public.

D. Funding for the entire Purchase Price and all closing costs will be from two or more of the following: (i) a State Wildlife Conservation Board grant previously assigned to TPL; (ii) Proposition A grant funds previously assigned to TPL from the California Regional Park and Open Space District through County's Department of Parks and Recreation; and (iii) an anticipated grant of additional Proposition A funds to be awarded to TPL from the California Regional Park and Open Space District through County's Department of Parks and Recreation ("Funding Sources").

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale.** Subject to satisfaction of the Conditions to Closing set forth in Section 2 below, TPL agrees to sell to County, and County agrees to purchase from TPL, the Property on the terms and conditions set forth herein. The date on which all parties have executed this Agreement shall be the "Effective Date".

2. **Conditions to Closing.** The Parties' respective obligations to close the purchase and sale of the Property shall be conditioned upon all of the following ("Conditions to Closing"):

2.1 TPL's Conditions:

A. TPL's receipt of all necessary approvals and authorizations to bind TPL to the obligations, terms and conditions contained herein as evidenced by the Agreement being subsequently confirmed by resolution of the Executive Committee or the Project Review Committee of the Board of Directors for TPL. A copy of said resolution and/or formal action shall be provided to the County and the Escrow Holder

(as defined below). TPL shall use best efforts to accomplish the foregoing as soon as reasonably practicable but not later than June 23, 2006. Said approval is subject to the sole and absolute discretion of TPL's Executive Committee or Project Review Committee. ***No later than May 5, 2006, TPL shall have its duly authorized officer execute this Agreement and deliver the Agreement to the County for submission to its Board of Supervisors.***

B. TPL's prior acquisition of the respective Property, which is subject to the terms and conditions of the Option.

2.2 County's Conditions:

A. The County's receipt of all necessary approvals and authorizations to bind the County to the obligations, terms and conditions contained herein. Said approvals and authorizations shall be confirmed by legally appropriate formal action of the County, subsequent to all required meeting(s), notices, and public hearings. A copy of said resolution and/or formal action shall be provided to TPL and the Escrow Holder (as defined below). The County shall use best efforts to accomplish the foregoing as soon as reasonably practicable but not later than July 7, 2006. Said approvals are subject to the sole and absolute discretion of the County's Board of Supervisors.

B. The deposit into Escrow of a fully executed letter from the Owners to the County in form of Exhibit B attached hereto and incorporated herein by reference.

C. The Property shall be free of pending or threatened litigation, adverse title claims, person in possession, and Hazardous Substances as defined in Section 6.3, title shall be in the condition shown in Section 4.2, and the covenants, representations, and warranties of the Owners and TPL shall be true and correct as of the Close of Escrow, as defined in Section 5.2.

2.3 Mutual Effect of Conditions.

If any Condition to Closing is not satisfied or waived by the party for whose benefit it exists, said benefited party may terminate this Agreement by written notice to the other party, in which event the Parties shall have no further obligation to each other under this Agreement except as otherwise provided herein.

3. Purchase Terms.

3.1 Purchase Price. TPL will sell the Property to County for a purchase price (the "Purchase Price") equal to One Million Sixty Thousand Dollars, which is the fair market value of the Property as determined by an appraisal prepared by Joe J. Villegas, MAI, dated February 14, 2005 (the "Appraisal Report"). TPL has provided County with the narrative written appraisal of the Property.

3.2 Method of Payment. The Purchase Price for the Property, including all escrow, closing, and title insurance costs, will be paid in cash at the Close of Escrow. The funds for the Purchase Price will be sent to Escrow Holder by the Funding Sources.

4. Title.

4.1 Deed. TPL will convey to County by grant deed, marketable, fee simple title to the Property.

4.2 Title. County acknowledges that it has received the Preliminary Title Report dated as of April 20, 2006 by Chicago Title Company, Order No. 41031383-x59 covering the Property (the "Title Report") together with copies of all of the documents referred to therein as exceptions. The County approves the condition of title and exceptions set forth in the Title Reports except as set forth in this Section 4.2. TPL shall convey to County fee simple title to the Property free and clear of all exclusions, reservations, conditions, covenants, monetary liens or encumbrances, including deeds of trust, except: (a) the lien for nondelinquent real property taxes; (b) the exceptions set forth in the Title Report but not including exceptions 12, 13, 14 and 15, which exceptions are Unpermitted Exceptions; (c) the standard printed exceptions or exclusions on the form of title insurance policy issued pursuant to Section 4.3 except as set forth above; (d) the Notice of Unrecorded Grant Agreement which references that the Property is subject to the terms of the California Wildlife Conservation Board's Grant Agreement which TPL will record upon exercising the Option; and (e) any other matters approved by the County in writing (collectively, the "Permitted Exceptions").

TPL shall make all reasonable efforts to remove any exceptions to title other than the Permitted Exceptions ("Unpermitted Exceptions") on or before the Close of Escrow. If TPL is unable to remove any Unpermitted Exception, the County may elect to terminate this Agreement as to the Property subject to said Unpermitted Exception or waive its objection, and approve the Unpermitted Exception in writing by notice to Escrow Holder (as hereinafter defined).

4.3. Title Policy. TPL will cause Escrow Holder to provide County with an ALTA standard coverage owner's title policy in the full amount of the Purchase Price for the Property, insuring that title to the Property is vested in County upon Close of Escrow subject only to the Permitted Exceptions approved by County pursuant to Section 4.2 above.

4.4 Possession. TPL will deliver possession of the Property to County at Close of Escrow, free and clear of anyone in possession.

5. Escrow and Closing.

5.1 Escrow Holder. The parties will open an escrow with Chicago Title Company (the "Escrow Holder"), 388 Market Street, Suite 1300, San Francisco, CA 94111, Attention: Terry Duwel, Telephone (415) 788-0871, Fax: (415) 399-0940, for the

purpose of closing the purchase and sale of the Property. "Close of Escrow" shall be the date the grant deed and the certificate of acceptance are recorded in the official records of the Los Angeles County Recorder's Office. The parties will further instruct Escrow Holder as shown on the Escrow Instructions attached hereto as Exhibit C and incorporated herein by reference ("Escrow Instructions").

5.2 Closing. Escrow for the Property will close on or before August 31, 2006 (the "Final Closing Date") unless that date is extended by the Parties.

5.3 Closing Costs and Prorations. The Parties agree to pay closing fees and expenses as set forth in the Escrow Instructions and Escrow Holder shall prorate all real property taxes, if any, which are a lien and/or unpaid as of the Close of Escrow according to the formula adopted by the Los Angeles County Assessor's Office and deduct TPL's portion from TPL's proceeds. The tax amount withheld will be made payable to the County Auditor-Controller's Office following the Close of Escrow. Any taxes which have been prepaid by the Owners or TPL shall not be prorated, but the Owners and TPL shall have the sole right, after Closing, to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition pursuant to the Revenue and Taxation Code Section 5096.7;

6. Condition of Property.

6.1 Due Diligence.

A. County acknowledges the following:

(i) County has had the opportunity to study all aspects or circumstances of the Property, which County deems material or relevant;

(ii) County acknowledges that it has received the Option, the Title Report, and the Appraisal Report.

(iii) County has been provided with an Environmental Site Assessment for the Property, contracted for by TPL;

(iv) County has had access to the Property to conduct such inspections and investigations as County thinks appropriate, including, without limitation, making an environmental assessment of the soils, waters and improvements on the Property at County's cost and expense. County shall provide TPL and the Owners forty-eight (48) hour notice in advance of any inspection. County shall indemnify and defend TPL and the Owners against and hold TPL and the Owners harmless from any and all loss, cost, liability and expense (including reasonable attorneys' fees and costs and specifically including keeping the Property free from mechanic's or material supplier liens) arising out of the activities of County on the Property prior to the Close of Escrow for the Property, except and to the extent the same are caused by the negligence or willful misconduct of

TPL, the Owners their agents and/or the tenants in possession of portions of the Property, if any, said obligation will survive the Close of Escrow or earlier termination of this Agreement; and

(iv) County has had the opportunity to make all inspections and verifications which County deems necessary for the completion of County's due diligence review for the transaction covered by this Agreement.

B. TPL represents and warrants that it has disclosed to County all of the following, if any, of which TPL has actual knowledge: (i) any suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, (ii) any condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, including any Hazardous Substances (as defined in Section 6.3), and (iii) any structures on the Property; and TPL has delivered to County all documents and records now or at any time in its possession or available to and known by TPL that pertain to the Property.

C. County acknowledges and agrees that TPL makes no representations or warranties as to the physical condition of the Property or in connection with any matter relating to the condition, value, fitness, use or zoning on which County has relied directly or indirectly. County further acknowledges and agrees that, TPL's cooperation with County in connection with County's due diligence review of the Property, whether by providing documents, or permitting inspection of the Property, shall not be construed as any warranty or representation, express, implied or statutory, of any kind with respect to the condition of the Property.

D. In the event County proceeds to close the conveyance of the Property, then County acknowledges and agrees that it is accepting the Property based solely upon County's own inspection and investigation of the physical condition of the Property and all documents related thereto, including subsurface conditions, the representations and warranties of the Owners in the Option, and the operative or proposed governmental laws and regulations affecting or applicable to the Property.

6.2 Approval of Condition of Property. At any time prior to the date of the County Board of Supervisor's approval of this transaction as provided in Section 2.2A above but not later than July 7, 2006, County may chose to terminate this Agreement by written notice to TPL.

6.3 "AS-IS" Sale. Subject to satisfaction or waiver of the contingencies specified in Section 2 of this Agreement, and except as set forth in this Agreement to the contrary, the County acknowledges and agrees that the Property is to be conveyed and accepted by the County in its present condition "**AS IS**". Except as set forth in this Agreement, the County agrees to accept the Property without any warranties or

representations of TPL, expressed or implied regarding the Property's condition, including without limitation, the physical condition of the soil, the presence of Hazardous Substances (as defined below), other physical characteristics, and compliance with any statutes, ordinances or regulations; exact acreage and boundary lines, extent and nature of conditions, restrictions or encumbrances to title, location of easements and rights of way, encroachments, access, water supply and drainage. Any documents or reports furnished to the County by TPL relating to the Property including, without limitation, the Environmental Assessment Report, shall be deemed furnished as a courtesy to the County, without warranty from TPL. This "**AS-IS**" provision shall not be interpreted to negate the implied covenants contained in the grant deed executed by TPL to convey title to the Property.

The term "Hazardous Substance(s)" as used in this Agreement means any substance which is: (1) defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law; (2) a petroleum hydrocarbon, including crude oil or any fraction thereof; (3) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or reproductive toxicant; (4) regulated pursuant to any Environmental Law(s); (5) any pesticide regulated under state or federal law; or (6) any tank or container which contains or previously contained any Hazardous Substance(s). The term "Environmental Law(s)" means each and every federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety or the environment, now and forever.

7. Representations.

7.1 TPL's Representations. TPL makes the following representations:

A. No later than the Close of Escrow, if conditions to closing set forth in Section 2 of this Agreement are satisfied or waived, TPL will have the power to sell, transfer and convey all right, title and interest in and to the Property in accordance with this Agreement.

B. TPL is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code. TPL's United States Taxpayer Identification Number is 23-7222333.

7.2 County's Representations. County makes the following representation:

A. Subject to required resolutions, notices, meetings and hearings upon approval by the County's Board of Supervisors and passage of appropriate formal action authorizing the County's execution of this Agreement within the time period referred to hereinabove, and subject to satisfaction or waiver of the contingencies specified in Section 2 of this Agreement, the County will have full power and authority to

enter into this Agreement, and to purchase and acquire all right, title and interest in and to the Property in accordance with this Agreement and shall be bound to the terms and conditions confined herein.

8. TPL's Promise Not to Further Encumber. Except as allowed by this Agreement or approved in advance in writing by County, during the term of this Agreement, TPL promises not to make or allow to be made any leases, contracts, options or agreements whatsoever affecting the Property which would in any manner impede TPL's ability to perform hereunder and deliver title as agreed herein.

9. Remedies Upon Default. In the event either party defaults in the performance of any of its obligations under this Agreement, the other party shall be entitled to pursue such remedies as are provided in this Agreement or by law or equity.

10. Miscellaneous Terms.

10.1 Notices. All notices required or permitted under this Agreement will be in writing and delivered to the parties by facsimile transmission, personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses stated in Recital A. All notices will be considered given: (a) if sent by mail, when deposited in the mail, first class postage prepaid, addressed to the party to be notified; (b) if delivered by hand, courier service or Express Mail, when delivered; or (c) if transmitted by facsimile, when transmitted. The parties may, by notice as provided above, designate a different address to which notice will be given.

10.2 Broker's Commission. Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transactions contemplated by this Agreement. In the event any person makes a claim for a broker's commission or finder's fee against one of the parties, the party on account of whose actions the claim is asserted will indemnify and hold the other party harmless from and against the claim. The indemnification obligation will survive the Close of Escrow or earlier termination of this Agreement.

10.3 Time of the Essence; Dates. Time is of the essence of this Agreement. If any date specified in this Agreement falls on Saturday, Sunday or a public holiday, that date will be considered to be the succeeding day on which public agencies and major banks are open for business.

10.4 Binding on Successors. This Agreement will be binding not only on the parties but also on their respective successors, heirs and assigns.

10.5 Additional Documents. TPL and County agree to sign such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

10.6 Interpretation. This Agreement will be interpreted without regard to any presumption or other rule of interpretation based on who drafted the Agreement.

10.7 Amendment. No amendment of this Agreement will be binding unless in writing and signed by the parties.

10.8 Waiver. No waiver of any term of this Agreement will be considered a waiver of any other term, whether or not similar, nor will any waiver be considered a continuing waiver. No waiver will be binding unless in writing and signed by the party making the waiver.

10.9 Severability. Each term of this Agreement is severable from any and all other terms of this Agreement. Should any term of this Agreement be for any reason unenforceable, the balance will still be of full force and effect.

10.10 No Merger. The obligations contained in this Agreement, except for those specifically discharged in escrow (such as conveyance of title to the Property, and delivery of money and documents in the escrow), will not merge with transfer of title but will remain in effect until fulfilled.

10.11 Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of California.

10.12 Entire Agreement. This Agreement is the entire agreement between the parties about the Property and supersedes all prior and contemporaneous agreements, representations, and understandings.

10.13 Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- A. Legal Description of the Real Property
- B. Letter from Owners
- C. Escrow Instructions

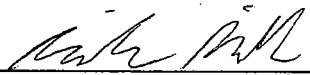
10.14 Counterparts. This Agreement may be signed in counterparts, each of which will be considered an original and which together will constitute one and the same agreement. This Agreement may also be executed and delivered via facsimile and a facsimile signature shall have the same legal effect as an original signature.

10.15 Signage. Any project signage erected on the Property shall acknowledge that the acquisition of the park site was completed with the help of The Trust For Public Land.

IN WITNESS WHEREOF, TPL has executed this Agreement or caused it to be duly executed, and County, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk, the day, month, and year first above written.

TPL:

THE TRUST FOR PUBLIC LAND, a
California nonprofit public benefit
corporation

By: 
Gilman Miller

Title: Regional Counsel

Date: May 5, 2006

COUNTY:

COUNTY OF LOS ANGELES, a political
subdivision of the State of California

Michael D. Antonovich, Mayor
Attest:

Sachi Hamai,
Executive Officer-Clerk of the
Board of Supervisors

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

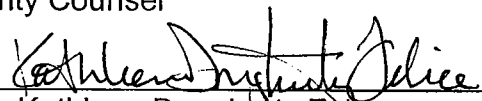
By: 
Kathleen Dougherty Felice
Principal Deputy County Counsel

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 2

THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 3

THE SOUTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

END OF LEGAL DESCRIPTION

EXHIBIT B

_____, 2006

The Trust for Public Land
116 New Montgomery St., 3rd Floor
San Francisco, CA 94105
Attn: Gilman Miller, Regional Counsel

Chief Administrative Office
County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 754
Los Angeles, CA 90012
Attn: Don Simpson

RE: **CONSENT TO ASSIGNMENT OF REPRESENTATIONS AND
WARRANTIES CONTAINED IN OPTION AGREEMENT**
Marshall Canyon – Nevius Property, Los Angeles County, CA

Dear Friends:

This Consent to Assignment of Representations and Warranties (“**Consent**”) is made by with reference to that certain Option Agreement which is dated as of January 23, 2006 (the “**Agreement**”) by and between **THE CLAREMONT GROUP, INC.**, a California corporation as to an undivided fifty percent (50%) interest (“**Claremont**”), and **EDWIN AGUIAR**, an unmarried man as to an undivided fifty percent (50%) interest (“**Aguiar**”), as tenants in common (collectively and individually, Claremont and Aguiar shall be referred to herein as “**Seller**”) and **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation (“**Buyer**”).

Pursuant to Section 10.11 of that Agreement, Seller has agreed that Buyer may assign its interest in the Agreement to a Public Agency and may assign to such assignee any indemnities, representations or warranties of Seller received by Buyer under the terms of this Agreement, and Seller shall, if requested by Buyer, execute and deliver reasonable documentation acknowledging its agreement to such assignment of its indemnities, representations or warranties hereunder. Buyer has identified the County of Los Angeles, a political subdivision of the State of California (the “**County**”), as the ultimate purchaser of the underlying property and Buyer intends to exercise the option under the Agreement and immediately, via back-to-back escrow closings, transfer the underlying property to the County. County has requested that Seller agree that the indemnities, representations and warranties of the Seller in the Agreement, including,

without limitation, those in paragraphs 3.2, 4.4, 4.5, 6, 7, and 10 and Exhibit E, Owner's Title Affidavit, also be for the benefit of, and enforceable by the County.

Now therefore, Seller hereby acknowledges and agrees that all of the indemnities, representations, and warranties made by the Seller in that Agreement for the benefit of Buyer as described above, are also for the benefit of the County and may be enforced by the County as if the County were Buyer under the Agreement.

SELLER:

THE CLAREMONT GROUP, INC.,
a California corporation

David Nevius, President

Date: _____

EDWIN AGUIAR, an unmarried man

Date: _____

EXHIBIT C

_____, 2006

Chicago Title Company
388 Market Street, Suite 1300
San Francisco, CA 94111
Attn: Terry Duwel, Commercial Escrow Officer

RE: Joint Closing Instructions (TPL/County)
Escrow No. _____
Marshall Canyon – Nevius Property
Los Angeles County, CA

Dear Ms. Duwel:

This letter will constitute the joint closing instructions of **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation (“**TPL**”) and **COUNTY OF LOS ANGELES**, a political subdivision of the State of California (“**County**”) for a transaction whereby:

- (1) TPL will receive title by grant deed from **THE CLAREMONT GROUP, INC.**, a California corporation as to an undivided fifty percent (50%) interest (“**Claremont**”), and **EDWIN AGUIAR**, an unmarried man as to an undivided fifty percent (50%) interest (“**Aguiar**”), as tenants in common (collectively and individually, Claremont and Aguiar shall be referred to herein as “**Seller**”) for certain real property located in Los Angeles County, California (the “**Property**”) described in Chicago Title Company’s Preliminary Title Report dated as of April 20, 2006, Order No. 41031383-x59 (the “**Title Report**”) in accordance with separate escrow instructions to be submitted to you by TPL and Seller. TPL will receive a policy of title insurance on the Property.
- (2) In a back-to-back closing, TPL will convey the Property to the County by grant deed in accordance with the Agreement of Purchase and Sale dated May 5, 2006 between the County and TPL (“**Agreement**”). The County will receive a policy of title insurance on the Property in the amount of One Million Sixty Thousand Dollars (\$1,060,000.00).

This escrow shall close as soon as possible. However, you are instructed not to close either part of this transaction until you are in a position to simultaneously close both the conveyance of the Property to TPL and the back-to-back conveyance of the Property to the County.

A. PARTIES

The parties to this transaction are as follows:

<u>Parties</u>	<u>Role in Transaction</u>
1. The Claremont Group, Inc. Attention: David Nevius, President 2421 San Jacinto Court Claremont, CA 91711 Tel: (909) 489-3075 Edwin Aguiar 419 Clark St. Upland, CA 91784 Tel: (909) 985-9175	Owner of the Property, which will be conveyed to TPL
2. The Trust for Public Land 116 New Montgomery Street Third Floor San Francisco, CA 94105 Attn: Gilman Miller, Esq. Tel: (415) 495-5660 x360 Fax: (415) 442-0487	Purchaser of the Property from Owner
3. Chief Administrative Office County of Los Angeles Kenneth Hahn Hall of Administration 500 West Temple Street, Room 754 Los Angeles, CA 90012 Attn: Don Simpson Tel: (213) 974-4262 Fax: (213) 217-5112 Office of the County Counsel County of Los Angeles 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012 Attn: Kathleen Dougherty Felice, Principal Deputy County Counsel Tel: (213) 974-1852 Fax: (213) 687-733	Grantee of the Property from TPL in a back-to-back transaction Attorney for the County

Terry Duwel, Commercial Escrow Officer
Chicago Title Company
May 8, 2006
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The following is not a party to this escrow
but is depositing funds to facilitate this
transaction:

Wildlife Conservation Board
("WCB")
1807 13th Street
Suite 103
Sacramento, CA 95814-7117
Attn: Randy Nelson
Tel: (916) 445-1696
Fax: (916) 324-1712

Funder in the amount of _____
Dollars (\$____.00)

Los Angeles County Regional Park
and Open Space District
("District")
c/o Dept. of Parks & Recreation
433 South Vermont Ave., 4th Floor
Los Angeles, CA 90020
Attn: Bettie Gonzalez
Program Mgr.
Tel: (213) 738-2119
Fax: (213) 385-0875

Funder in the amount of _____
Dollars (\$____.00)

B. DEPOSITS INTO ESCROW

The parties will deposit with you, in escrow or in connection therewith, the following
documents, items and funds:

<u>Party</u>	<u>Deposits</u>
1. TPL	<ul style="list-style-type: none">a. The duly executed and acknowledged original grant deed to the County (form attached as <u>Exhibit A</u>);b. A duly executed and acknowledged Notice of Unrecorded Grant Agreement between WCB and TPL;c. California Form 593-W duly executed by TPL;d. Non-Foreign Affidavit duly executed by TPL;

- e. Original certified copy of TPL's Board of Directors' resolution authorizing this transaction;
 - f. TPL's wire transfer instructions to be used by you to wire any funds remaining in TPL's account at the conclusion of this transaction, attached to these instructions;
 - g. A fully executed and original of Exhibit B to the Agreement ("Owner's Letter"); and
 - h. Duplicate original of these closing instructions executed by TPL.
2. County
- a. Certificate of Acceptance, to be attached to and recorded with the grant deed;
 - b. Duplicate original of these closing instructions executed by the County.

C. CLOSING PROCEDURE

When the above described parties have deposited all of the items to be deposited by them in accordance with the foregoing section, you are authorized and instructed as follows:

1. You are not to close this transaction until you are in a position to simultaneously close Escrow No. 160240752 between TPL and its Seller, and:
 - a. You are prepared to issue an ALTA standard policy of title insurance with the specified liability in the amount of One Million Sixty Thousand Dollars (\$1,060,000.00) insuring the County as owner of the Property, subject only to: (a) the lien for nondelinquent real property taxes; (b) the exceptions set forth in the Title Report but not including exceptions 12, 13, 14 and 15, which exceptions are Unpermitted Exceptions; (c) the standard printed exceptions or exclusions on the form of title insurance policy issued pursuant to Section 4.3 of the Agreement except as set forth above; and (d) the Notice of Unrecorded Grant Agreement.
 - b. To the extent required by law, you are prepared to act as the Reporting

Person pursuant to Section 6045(e) of the Internal Revenue Code, as amended, and thus you will complete and file Form 1099 with the Internal Revenue Service, on or before February 28 of the calendar year following the calendar year in which this escrow closes.

- c. You are prepared to deliver all documents and to do all things as hereinafter directed.

2. When each of the above has occurred, you are instructed to perform the following:

- a. You are to transfer into Escrow No. 160240752, to the account of TPL, those funds which were deposited into this escrow, Escrow No. _____, by WCB and the District to facilitate this transaction.
- b. Any real property taxes will have been prorated between Seller and TPL in Escrow No. 160240752.
- c. You are to deliver and record the Notice of Unrecorded Grant Agreement between WCB and TPL deposited by TPL
- d. You are to deliver and record for the benefit of the County the grant deed for the Property deposited by TPL and the Certificate of Acceptance deposited by the County .
- e. You are to deposit into this escrow account those funds which were deposited into this escrow by the District for the closing costs and to pay the following therefrom:
 - 1. The escrow fee in this transaction;
 - 2. Recording fees, if any, in accordance with the customary practice of Los Angeles County; and
 - 3. The cost of the County's title insurance policy for the Property as specified in C.1.a. above.

3. Immediately following the closing of this escrow or as soon thereafter as possible, you are authorized and instructed as follows:

- a. You are to deliver to TPL and the County their respective final closing statements and any funds held for TPL remaining unexpended per these instructions.
- b. Following recordation, you are to deliver to the County (1) a

conformed copy of the recorded TPL-County grant deed; (2) the original recorded grant deed to the County; (3) the Certificate of Acceptance; (4) the County's policy of title insurance on the Property; (5) the Owner's Letter; and (6) a copy of these escrow instructions signed by all parties.

- c. Following recordation, you are to deliver to TPL (1) a conformed copy of the recorded TPL-County grant deed and Certificate of Acceptance; (2) a copy of the Owner's Letter; and (3) a copy of these escrow instructions signed by all parties.
- d. You are to deliver to WCB (1) a conformed copy of the recorded TPL-County grant deed.

The Agreement of Purchase and Sale by and between TPL and the County of Los Angeles dated May 5, 2006 is attached hereto and by this reference made a part hereof. These instructions may be supplemented, amended or revoked by the undersigned at any time before close of escrow in writing or by telephone.

You will receive a counterpart of these instructions executed on behalf of the County indicating that they consent to and join in these instructions. Please acknowledge receipt of these instructions and indicate your agreement to act in accordance therewith by signing and returning a copy to the undersigned.

Sincerely,
THE TRUST FOR PUBLIC LAND

By: _____
Gilman Miller, Regional Counsel

cc: Don Simpson
Kathleen Dougherty Felice
Randy Nelson
Brady Moss

COUNTY OF LOS ANGELES, a political subdivision of the State of California, consents to and joins in these instructions

By: _____

Title: _____

Date: _____

Receipt of the foregoing letter of instructions is acknowledged and the undersigned

Terry Duwel, Commercial Escrow Officer

Chicago Title Company

May 8, 2006

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agrees to act in accordance with the foregoing instructions.

Chicago Title Company

By: _____

Date: _____

AGREEMENT OF PURCHASE AND SALE
(Marshall Canyon – Pirrone/Rehfeld)

This Agreement of Purchase and Sale (this "Agreement") is made and entered into as of May 5, 2006 by and between **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation, ("TPL") and **COUNTY OF LOS ANGELES**, a political subdivision of the State of California ("County"). TPL and County together may be collectively referred to as "the Parties" hereinafter.

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are set forth below. Telephone and facsimile numbers are included for information only.

TPL:

The Trust for Public Land
Western Regional Office
116 New Montgomery, 3rd Floor
San Francisco, CA 94105
Attn: Gilman Miller, Esq.
Tel: (415) 495-5660, ext. 360
Fax: (415) 442-0487

COUNTY:

Chief Administrative Office
County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 754
Los Angeles, CA 90012
Attn: Don Simpson
Tel: (213) 974-4262
Fax: (213) 217-5112

Copies of any notice to TPL shall also be sent to:

The Trust for Public Land
Western Regional Office
116 New Montgomery, 3rd Floor
San Francisco, CA 94105
Attn: Brady Moss
Tel: (415) 495-5660, ext. 384
Fax: (415) 495-0541

Copies of any notice to County should also be sent to:

Office of the County Counsel
County of Los Angeles
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Attn: Kathleen Dougherty Felice,
Principal Deputy County Counsel
Tel: (213) 974-1852
Fax: (213) 687-7337

B. TPL has entered into an Option Agreement dated as of January 13, 2006 (the "Option") with the current owners ("Owner(s)") of the Property (as defined below), which is the subject of this Agreement of Purchase and Sale. Under the Option, TPL has the option to purchase, subject to certain terms and conditions, the Property located in Los Angeles County, California, which real property (the "Property") is more particularly described in Exhibit A attached hereto. The Property includes all tenements, hereditaments, and appurtenances, including improvements, fixtures, timber, water, crops, oil, gas and minerals located in, under, and on it, and all rights appurtenant to it, including but not limited to timber rights, water rights, grazing rights, access rights and oil, gas and mineral rights, development rights, air rights, and all other rights, privileges, licenses, and permits owned by Seller and in any way related to or accruing to the use and benefit of that real property. TPL has delivered to the County and the County acknowledges receipt of a copy of the Option.

C. County wishes to purchase the Property from TPL and TPL wishes to sell the Property to County on the terms and subject to the conditions set forth in this Agreement. The purpose of this purchase and sale is to enable the parties to this Agreement to preserve open space and natural habitat in the San Gabriel Mountains and to provide passive recreational opportunities to be open and available to the public.

D. Funding for the entire Purchase Price and all closing costs will be from two or more of the following: (i) a State Wildlife Conservation Board grant previously assigned to TPL; (ii) Proposition A grant funds previously assigned to TPL from the California Regional Park and Open Space District through County's Department of Parks and Recreation; and (iii) an anticipated grant of additional Proposition A funds to be awarded to TPL from the California Regional Park and Open Space District through County's Department of Parks and Recreation ("Funding Sources").

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale.** Subject to satisfaction of the Conditions to Closing set forth in Section 2 below, TPL agrees to sell to County, and County agrees to purchase from TPL, the Property on the terms and conditions set forth herein. The date on which all parties have executed this Agreement shall be the "Effective Date".

2. **Conditions to Closing.** The Parties' respective obligations to close the purchase and sale of the Property shall be conditioned upon all of the following ("Conditions to Closing"):

2.1 TPL's Conditions:

A. TPL's receipt of all necessary approvals and authorizations to bind TPL to the obligations, terms and conditions contained herein as evidenced by the Agreement being subsequently confirmed by resolution of the Executive Committee or the Project Review Committee of the Board of Directors for TPL. A copy of said resolution and/or formal action shall be provided to the County and the Escrow Holder

(as defined below). TPL shall use best efforts to accomplish the foregoing as soon as reasonably practicable but not later than June 23, 2006. Said approval is subject to the sole and absolute discretion of TPL's Executive Committee or Project Review Committee. ***No later than May 5, 2006, TPL shall have its duly authorized officer execute this Agreement and deliver the Agreement to the County for submission to its Board of Supervisors.***

B. TPL's prior acquisition of the respective Property which is subject to the terms and conditions of the Option.

2.2 County's Conditions:

A. The County's receipt of all necessary approvals and authorizations to bind the County to the obligations, terms and conditions contained herein. Said approvals and authorizations shall be confirmed by legally appropriate formal action of the County, subsequent to all required meeting(s), notices, and public hearings. A copy of said resolution and/or formal action shall be provided to TPL and the Escrow Holder (as defined below). The County shall use best efforts to accomplish the foregoing as soon as reasonably practicable but not later than July 7, 2006. Said approvals are subject to the sole and absolute discretion of the County's Board of Supervisors.

B. The deposit into Escrow of a fully executed letter from the Owners to the County in form of Exhibit B attached hereto and incorporated herein by reference.

C. The Property shall be free of pending or threatened litigation, adverse title claims, person in possession, and Hazardous Substances as defined in Section 6.3, title shall be in the condition shown in Section 4.2, and the covenants, representations, and warranties of the Owners and TPL shall be true and correct as of the Close of Escrow, as defined in Section 5.2.

2.3 Mutual Effect of Conditions.

If any Condition to Closing is not satisfied or waived by the party for whose benefit it exists, said benefited party may terminate this Agreement by written notice to the other party, in which event the Parties shall have no further obligation to each other under this Agreement except as otherwise provided herein.

3. Purchase Terms.

3.1 Purchase Price. TPL will sell the Property to County for a purchase price (the "Purchase Price") equal to One Million Two Hundred Thousand Dollars, (\$1,200,000.00) which is the fair market value of the Property as determined by an appraisal prepared by Joe J. Villegas, MAI, dated February 14, 2005 (the "Appraisal Report"). TPL has provided County with the narrative written appraisal of the Property.

3.2 Method of Payment. The Purchase Price for the Property, including all escrow, closing, and title insurance costs, will be paid in cash at the Close of Escrow. The funds for the Purchase Price will be sent to Escrow Holder by the Funding Sources.

4. Title.

4.1 Deed. TPL will convey to County by grant deed, marketable, fee simple title to the Property.

4.2 Title. County acknowledges that it has received the Preliminary Title Report dated as of September 6, 2005 by First American Title Company, Order No. 1761277 covering the Property (the "Title Report") together with copies of all of the documents referred to therein as exceptions. The County approves the condition of title and exceptions set forth in the Title Reports except as set forth in this Section 4.2. TPL shall convey to County fee simple title to the Property free and clear of all exclusions, reservations, conditions, covenants, monetary liens or encumbrances, including deeds of trust, except: (a) the lien for nondelinquent real property taxes; (b) general and special taxes and assessments must be shown as paid or not yet due; (c) the standard printed exceptions or exclusions on the form of title insurance policy issued pursuant to Section 4.3 except as set forth above; (d) the Notice of Unrecorded Grant Agreement which references that the Property is subject to the terms of the California Wildlife Conservation Board's Grant Agreement which TPL will record upon exercising the Option; and (e) any other matters approved by the County in writing (collectively, the "Permitted Exceptions").

TPL shall make all reasonable efforts to remove any exceptions to title other than the Permitted Exceptions ("Unpermitted Exceptions") on or before the Close of Escrow. If TPL is unable to remove any Unpermitted Exception, the County may elect to terminate this Agreement as to the Property subject to said Unpermitted Exception or waive its objection, and approve the Unpermitted Exception in writing by notice to Escrow Holder (as hereinafter defined).

4.3. Title Policy. TPL will cause Escrow Holder to provide County with an ALTA standard coverage owner's title policy in the full amount of the Purchase Price for the Property, insuring that title to the Property is vested in County upon Close of Escrow subject only to the Permitted Exceptions approved by County pursuant to Section 4.2 above.

4.4 Possession. TPL will deliver possession of the Property to County at Close of Escrow, free and clear of anyone in possession.

5. Escrow and Closing.

5.1 Escrow Holder. The parties will open an escrow with First American Title Company (the "Escrow Holder"), 520 N. Central Avenue, 8th Floor, Glendale, CA 91203, Attention: Anna Monez, Telephone (800) 668-4853 ext. 5134, Fax: (818) 547-4505, for

the purpose of closing the purchase and sale of the Property. "Close of Escrow" shall be the date the grant deed and the certificate of acceptance are recorded in the official records of the Los Angeles County Recorder's Office. The parties will further instruct Escrow Holder as shown on the Escrow Instructions attached hereto as Exhibit C and incorporated herein by reference ("Escrow Instructions").

5.2 Closing. Escrow for the Property will close on or before August 31, 2006 (the "Final Closing Date") unless that date is extended by the Parties.

5.3 Closing Costs and Prorations. The Parties agree to pay closing fees and expenses as set forth in the Escrow Instructions and Escrow Holder shall prorate all real property taxes, if any, which are a lien and/or unpaid as of the Close of Escrow according to the formula adopted by the Los Angeles County Assessor's Office and deduct TPL's portion from TPL's proceeds. The tax amount withheld will be made payable to the County Auditor-Controller's Office following the Close of Escrow. Any taxes which have been prepaid by the Owners or TPL shall not be prorated, but the Owners and TPL shall have the sole right, after Closing, to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition pursuant to the Revenue and Taxation Code Section 5096.7;

6. Condition of Property.

6.1 Due Diligence.

A. County acknowledges the following:

(i) County has had the opportunity to study all aspects or circumstances of the Property, which County deems material or relevant;

(ii) County acknowledges that it has received the Option, the Title Report, and the Appraisal Report.

(iii) County has been provided with an Environmental Site Assessment for the Property, contracted for by TPL;

(iv) County has had access to the Property to conduct such inspections and investigations as County thinks appropriate, including, without limitation, making an environmental assessment of the soils, waters and improvements on the Property at County's cost and expense. County shall provide TPL and the Owners forty-eight (48) hour notice in advance of any inspection. County shall indemnify and defend TPL and the Owners against and hold TPL and the Owners harmless from any and all loss, cost, liability and expense (including reasonable attorneys' fees and costs and specifically including keeping the Property free from mechanic's or material supplier liens) arising out of the activities of County on the Property prior to the Close of Escrow for the Property, except and to the extent the same are caused by the negligence or willful misconduct of

TPL, the Owners their agents and/or the tenants in possession of portions of the Property, if any, said obligation will survive the Close of Escrow or earlier termination of this Agreement; and

(iv) County has had the opportunity to make all inspections and verifications which County deems necessary for the completion of County's due diligence review for the transaction covered by this Agreement.

B. TPL represents and warrants that it has disclosed to County all of the following, if any, of which TPL has actual knowledge: (i) any suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, (ii) any condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, including any Hazardous Substances (as defined in Section 6.3), and (iii) any structures on the Property; and TPL has delivered to County all documents and records now or at any time in its possession or available to and known by TPL that pertain to the Property.

C. County acknowledges and agrees that TPL makes no representations or warranties as to the physical condition of the Property or in connection with any matter relating to the condition, value, fitness, use or zoning on which County has relied directly or indirectly. County further acknowledges and agrees that, TPL's cooperation with County in connection with County's due diligence review of the Property, whether by providing documents, or permitting inspection of the Property, shall not be construed as any warranty or representation, express, implied or statutory, of any kind with respect to the condition of the Property.

D. In the event County proceeds to close the conveyance of the Property, then County acknowledges and agrees that it is accepting the Property based solely upon County's own inspection and investigation of the physical condition of the Property and all documents related thereto, including subsurface conditions, the representations and warranties of the Owners in the Option, and the operative or proposed governmental laws and regulations affecting or applicable to the Property.

6.2 Approval of Condition of Property. At any time prior to the date of the County Board of Supervisor's approval of this transaction as provided in Section 2.2A above but not later than July 7, 2006, County may chose to terminate this Agreement by written notice to TPL.

6.3 "AS-IS" Sale. Subject to satisfaction or waiver of the contingencies specified in Section 2 of this Agreement, and except as set forth in this Agreement to the contrary, the County acknowledges and agrees that the Property is to be conveyed and accepted by the County in its present condition "**AS IS**". Except as set forth in this Agreement, the County agrees to accept the Property without any warranties or

representations of TPL, expressed or implied regarding the Property's condition, including without limitation, the physical condition of the soil, the presence of Hazardous Substances (as defined below), other physical characteristics, and compliance with any statutes, ordinances or regulations; exact acreage and boundary lines, extent and nature of conditions, restrictions or encumbrances to title, location of easements and rights of way, encroachments, access, water supply and drainage. Any documents or reports furnished to the County by TPL relating to the Property including, without limitation, the Environmental Assessment Report, shall be deemed furnished as a courtesy to the County, without warranty from TPL. This "**AS-IS**" provision shall not be interpreted to negate the implied covenants contained in the grant deed executed by TPL to convey title to the Property.

The term "Hazardous Substance(s)" as used in this Agreement means any substance which is: (1) defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law; (2) a petroleum hydrocarbon, including crude oil or any fraction thereof; (3) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or reproductive toxicant; (4) regulated pursuant to any Environmental Law(s); (5) any pesticide regulated under state or federal law; or (6) any tank or container which contains or previously contained any Hazardous Substance(s). The term "Environmental Law(s)" means each and every federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety or the environment, now and forever.

7. Representations.

7.1 TPL's Representations. TPL makes the following representations:

A. No later than the Close of Escrow, if conditions to closing set forth in Section 2 of this Agreement are satisfied or waived, TPL will have the power to sell, transfer and convey all right, title and interest in and to the Property in accordance with this Agreement.

B. TPL is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code. TPL's United States Taxpayer Identification Number is 23-7222333.

7.2 County's Representations. County makes the following representation:

A. Subject to required resolutions, notices, meetings and hearings upon approval by the County's Board of Supervisors and passage of appropriate formal action authorizing the County's execution of this Agreement within the time period referred to hereinabove, and subject to satisfaction or waiver of the contingencies specified in Section 2 of this Agreement, the County will have full power and authority to

enter into this Agreement, and to purchase and acquire all right, title and interest in and to the Property in accordance with this Agreement and shall be bound to the terms and conditions confined herein.

8. TPL's Promise Not to Further Encumber. Except as allowed by this Agreement or approved in advance in writing by County, during the term of this Agreement, TPL promises not to make or allow to be made any leases, contracts, options or agreements whatsoever affecting the Property which would in any manner impede TPL's ability to perform hereunder and deliver title as agreed herein.

9. Remedies Upon Default. In the event either party defaults in the performance of any of its obligations under this Agreement, the other party shall be entitled to pursue such remedies as are provided in this Agreement or by law or equity.

10. Miscellaneous Terms.

10.1 Notices. All notices required or permitted under this Agreement will be in writing and delivered to the parties by facsimile transmission, personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses stated in Recital A. All notices will be considered given: (a) if sent by mail, when deposited in the mail, first class postage prepaid, addressed to the party to be notified; (b) if delivered by hand, courier service or Express Mail, when delivered; or (c) if transmitted by facsimile, when transmitted. The parties may, by notice as provided above, designate a different address to which notice will be given.

10.2 Broker's Commission. Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transactions contemplated by this Agreement. In the event any person makes a claim for a broker's commission or finder's fee against one of the parties, the party on account of whose actions the claim is asserted will indemnify and hold the other party harmless from and against the claim. The indemnification obligation will survive the Close of Escrow or earlier termination of this Agreement.

10.3 Time of the Essence; Dates. Time is of the essence of this Agreement. If any date specified in this Agreement falls on Saturday, Sunday or a public holiday, that date will be considered to be the succeeding day on which public agencies and major banks are open for business.

10.4 Binding on Successors. This Agreement will be binding not only on the parties but also on their respective successors, heirs and assigns.

10.5 Additional Documents. TPL and County agree to sign such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

10.6 Interpretation. This Agreement will be interpreted without regard to any presumption or other rule of interpretation based on who drafted the Agreement.

10.7 Amendment. No amendment of this Agreement will be binding unless in writing and signed by the parties.

10.8 Waiver. No waiver of any term of this Agreement will be considered a waiver of any other term, whether or not similar, nor will any waiver be considered a continuing waiver. No waiver will be binding unless in writing and signed by the party making the waiver.

10.9 Severability. Each term of this Agreement is severable from any and all other terms of this Agreement. Should any term of this Agreement be for any reason unenforceable, the balance will still be of full force and effect.

10.10 No Merger. The obligations contained in this Agreement, except for those specifically discharged in escrow (such as conveyance of title to the Property, and delivery of money and documents in the escrow), will not merge with transfer of title but will remain in effect until fulfilled.

10.11 Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of California.

10.12 Entire Agreement. This Agreement is the entire agreement between the parties about the Property and supersedes all prior and contemporaneous agreements, representations, and understandings.

10.13 Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- A. Legal Description of the Real Property
- B. Letter from Owners
- C. Escrow Instructions

10.14 Counterparts. This Agreement may be signed in counterparts, each of which will be considered an original and which together will constitute one and the same agreement. This Agreement may also be executed and delivered via facsimile and a facsimile signature shall have the same legal effect as an original signature.

10.15 Signage. Any project signage erected on the Property shall acknowledge that the acquisition of the park site was completed with the help of The Trust For Public Land.

IN WITNESS WHEREOF, TPL has executed this Agreement or caused it to be duly executed, and County, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk, the day, month, and year first above written.

TPL:

THE TRUST FOR PUBLIC LAND, a
California nonprofit public benefit
corporation

By: 

Title: Regional Counsel

Date: May 5, 2006

COUNTY:

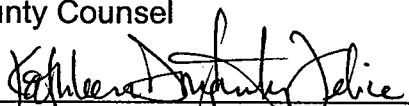
COUNTY OF LOS ANGELES, a political
subdivision of the State of California

Michael D. Antonovich, Mayor
Attest:

Sachi Hamai,
Executive Officer-Clerk of the
Board of Supervisors

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By: 
Kathleen Dougherty Felice
Principal Deputy County Counsel

OK

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Claremont, County of Los Angeles, State of California, described as follows:

PARCEL 1:

THE WEST HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND DEED FILED IN THE DISTRICT LAND OFFICE ON OCTOBER 30, 1884.

PARCEL 2:

AN EASEMENT FOR ROADWAY PURPOSES OVER THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30 FEET WIDE, INCLUDING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AND FOR EXCAVATION AND EMBANKMENT SLOPES:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, BEING A BRASS CAP SET IN CONCRETE MARKED "LOS ANGELES COUNTY FLOOD CONTROL DISTRICT"; THENCE NORTH 89 DEGREES 20' 23" EAST 70.30 FEET; THENCE NORTH 70 DEGREES 39' 43" EAST 160.30 FEET TO THE TRUE POINT OF BEGINNING OF EASEMENT; THENCE SOUTH 9 DEGREES 24' 13" WEST 127.29 FEET; THENCE SOUTH 19 DEGREES 45' 43" WEST 332.92 FEET; THENCE SOUTH 08 DEGREES 42' 17" EAST 179.95 FEET; THENCE SOUTH 15 DEGREES 19' 43" WEST 169.64 FEET; THENCE SOUTH 01 DEGREES 54' 32" EAST 293.67 FEET; THENCE SOUTH 01 DEGREES 54' 13" WEST 199.51 FEET TO A POINT IN THE CENTER OF THE EXISTING ROAD IN WEBB CANYON.

PARCEL 3:

AN EASEMENT FOR ROADWAY PURPOSES OVER THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30 FEET WIDE, INCLUDING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AND FOR EXCAVATION AND EMBANKMENT SLOPES:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32, BEING A CAP SET IN CONCRETE MARKED, "LOS ANGELES COUNTY FLOOD CONTROL DISTRICT"; THENCE ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32, NORTH 89 DEGREES 20' 23" EAST 70.30 FEET;

THENCE NORTH 70 DEGREES 39' 43" EAST 160.30 FEET; THENCE SOUTH 9 DEGREES 24' 13" WEST 52.14 FEET TO SAID NORTHERLY LINE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY LINE, NORTH 89 DEGREES 20' 23" EAST 130.50 FEET; THENCE SOUTH 00 DEGREES 39' 37" EAST TO A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHERLY 30.00 FEET (MEASURED AT RIGHT ANGLES) FROM SAID NORTHERLY LINE, THENCE SOUTH 89 DEGREES 20' 23" WEST ALONG SAID PARALLEL LINE TO A LINE THAT BEARS SOUTH 9 DEGREES 24' 13" WEST AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 9 DEGREES 24' 13" EAST ALONG SAID LINE, SO DESCRIBED, TO THE TRUE POINT OF BEGINNING.

PARCEL 4:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE MOST WESTERLY 20 FEET NORTH TO THE CONNECTION OF A 20 FOOT WIDE EASEMENT CONNECTING THIS WESTERLY LINE WITH THE EASTERN BOUNDARY OF SECTION 29 (THE EASTERN BOUNDARY OF THE TIMO CO. 40 ACRE PARCEL) OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY SURVEYOR GENERAL SEPTEMBER 21, 1875, LYING EASTERLY OF A LINE THAT IS PARALLEL WITH AND DISTANT EASTERLY 10 FEET (MEASURED AT RIGHT ANGLES) FROM THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, OF SAID TOWNSHIP 1 NORTH, RANGE 8 WEST, BEING A BRASS CAP SET IN CONCRETE MARKED "LOS ANGELES COUNTY FLOOD CONTROL DISTRICT"; THENCE ALONG THE SOUTH LINE OF SAID SECTION 29, NORTH 89 DEGREES 20' 23" EAST 281.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 34 DEGREES 59' 42" WEST 216.68 FEET; THENCE NORTH 01 DEGREES 41' 58" EAST 134.53 FEET; THENCE NORTH 19 DEGREES 48' 32" WEST 155.84 FEET; THENCE NORTH 09 DEGREES 54' 28" EAST 353.28 FEET; THENCE NORTH 33 DEGREES 47' 58" EAST 242.92 FEET; THENCE NORTH 18 DEGREES 06' 28" EAST 133.06 FEET; THENCE NORTH 08 DEGREES 00' 13" EAST 624.92 FEET; THENCE NORTH 30 DEGREES 34' 58" EAST 203.38 FEET; THENCE NORTH 05 DEGREES 12' 47" WEST 559.36 FEET; THENCE NORTH 02 DEGREES 24' 02" WEST 86.84 FEET AND THENCE NORTH 00 DEGREES 41' 58" EAST TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 29.

PARCEL 5:

AN EASEMENT FOR INGRESS AND EGRESS IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, A STRIP OF LAND 25 FEET WIDE WITH THE CENTERLINE OF WHICH BEGINS AT A POINT THAT IS NORTH 88 DEGREES 59' 55" EAST, 12.50 FEET EAST ON THE CENTER OF SAID SECTION 29 AS SHOWN ON COUNTY SURVEYOR'S MAP 2625; THENCE NORTH 00 DEGREES 19' 10" WEST PARALLEL TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER, 533.62 FEET; THENCE NORTH 31 DEGREES 38' 01" EAST, 432.43 FEET; THENCE NORTH 21 DEGREES 26' 34" EAST, 299.19 FEET; THENCE NORTH 65 DEGREES 38' 52" EAST, 211.88 FEET; THENCE NORTH 04 DEGREES 19' 26" WEST, 70.89 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER, SAID POINT IS NORTH 89 DEGREES 23' 35" EAST 540.84 FEET FROM THE CENTER NORTH 1/16 CORNER AS SHOWN ON COUNTY SURVEYOR'S MAP 2625. THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR EXTENDED SO AS TO INTERSECT THE NORTH AND SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER.

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, OF SAID TOWNSHIP 1 NORTH, RANGE 8 WEST, BEING A BRASS CAP SET IN CONCRETE MARKED "LOS ANGELES COUNTY FLOOD CONTROL DISTRICT"; THENCE ALONG THE SOUTH LINE OF SAID SECTION 29, NORTH 89 DEGREES 20' 23" EAST 281.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 34 DEGREES 59' 42" WEST 216.68 FEET; THENCE NORTH 01 DEGREES 41' 58" EAST 134.53 FEET; THENCE NORTH 19 DEGREES 48' 32" WEST 155.84 FEET; THENCE NORTH 09 DEGREES 54' 28" EAST 353.28 FEET; THENCE NORTH 33 DEGREES 47' 58" EAST 242.92 FEET; THENCE NORTH 18 DEGREES 06' 28" EAST 133.06 FEET; THENCE NORTH 08 DEGREES 00' 13" EAST 624.92 FEET; THENCE NORTH 30 DEGREES 34' 58" EAST 203.38 FEET; THENCE NORTH 05 DEGREES 12' 47" WEST 559.36 FEET; THENCE NORTH 02 DEGREES 24' 02" WEST 86.84 FEET AND THENCE NORTH 00 DEGREES 41' 58" EAST TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 29.

PARCEL 6:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE MOST WESTERLY 20 FEET NORTH TO THE CONNECTION OF A 20 FOOT WIDE EASEMENT CONNECTING THIS WESTERLY LINE WITH THE EASTERN BOUNDARY OF SECTION 29 (THE EASTERN BOUNDARY OF THE PIRRONE/REHFELD 40 ACRE PARCEL) OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL SEPTEMBER 21, 1875, LYING EASTERLY OF A LINE THAT IS PARALLEL WITH AND DISTANT EASTERLY 10 FEET (MEASURED AT RIGHT ANGLES) FROM THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, OF SAID TOWNSHIP 1 NORTH, RANGE 8 WEST, BEING A BRASS CAP SET IN CONCRETE MARKED "LOS ANGELES COUNTY FLOOD CONTROL DISTRICT"; THENCE ALONG THE SOUTH LINE OF SAID SECTION 29, NORTH 89 DEGREES 20' 23" EAST 281.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 34 DEGREES 59' 42" WEST 216.68 FEET; THENCE NORTH 01 DEGREES 41' 58" EAST 134.53 FEET; THENCE NORTH 19 DEGREES 48' 32" WEST 155.84 FEET; THENCE NORTH 09 DEGREES 54' 28" EAST 353.28 FEET; THENCE NORTH 33 DEGREES 47' 58" EAST 242.92 FEET; THENCE NORTH 18 DEGREES 06' 28" EAST 133.06 FEET; THENCE NORTH 08 DEGREES 00' 13" EAST 624.92 FEET; THENCE NORTH 30 DEGREES 34' 58" EAST 203.38 FEET; THENCE NORTH 05 DEGREES 12' 47" WEST 559.36 FEET; THENCE NORTH 02 DEGREES 24' 02" WEST 86.84 FEET AND THENCE NORTH 00 DEGREES 41' 58" EAST TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 29.

PARCEL 7:

AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES OVER THE MOST WESTERLY 30 FEET AND THE NORTH 30 FEET AND FOR EXCAVATION AND EMBANKMENT SLOPES OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL SEPTEMBER 21, 1875, LYING EASTERLY OF A LINE THAT IS PARALLEL WITH AND DISTANT EASTERLY 10 FEET (MEASURED AT RIGHT ANGLES) FROM THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, OF SAID TOWNSHIP 1

NORTH , RANGE 8 WEST , BEING A BRASS CAP SET IN CONCRETE MARKED "LOS ANGELES COUNTY FLOOD CONTROL DISTRICT"; THENCE ALONG THE SOUTH LINE OF SAID SECTION 29, NORTH 89 DEGREES 20' 23" EAST 281.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 34 DEGREES 59' 42" WEST 216.68 FEET; THENCE NORTH 01 DEGREES 41' 58" EAST 134.53 FEET; THENCE NORTH 19 DEGREES 48' 32" WEST 155.84 FEET; THENCE NORTH 09 DEGREES 54' 28" EAST 353.28 FEET; THENCE NORTH 33 DEGREES 47' 58" EAST 242.92 FEET; THENCE NORTH 18 DEGREES 06' 28" EAST 133.06 FEET; THENCE NORTH 08 DEGREES 00' 13" EAST 624.92 FEET; THENCE NORTH 30 DEGREES 34' 58" EAST 203.38 FEET; THENCE NORTH 05 DEGREES 12' 47" WEST 559.36 FEET; THENCE NORTH 02 DEGREES 24' 02" WEST 86.84 FEET AND THENCE NORTH 00 DEGREES 41' 58" EAST TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 29.

PARCEL 8:

AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES OVER THE MOST WESTERLY 30 FEET AND THE NORTH 60 FEET AND FOR EXCAVATION AND EMBANKMENT SLOPES OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL SEPTEMBER 21, 1875, LYING EASTERLY OF A LINE THAT IS PARALLEL WITH AND DISTANT EASTERLY 10 FEET (MEASURED AT RIGHT ANGLES) FROM THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, OF SAID TOWNSHIP 1 NORTH, RANGE 8 WEST , BEING A BRASS CAP SET IN CONCRETE MARKED "LOS ANGELES COUNTY FLOOD CONTROL DISTRICT"; THENCE ALONG THE SOUTH LINE OF SAID SECTION 29, NORTH 89 DEGREES 20' 23" EAST 281.44 FEET TO THE TRUE POINT OF BEGINNING ; THENCE NORTH 34 DEGREES 59' 42" WEST 216.68 FEET; THENCE NORTH 01 DEGREES 41' 58" EAST 134.53 FEET; THENCE NORTH 19 DEGREES 48' 32" WEST 155.84 FEET; THENCE NORTH 09 DEGREES 54' 28" EAST 353.28 FEET; THENCE NORTH 33 DEGREES 47' 58" EAST 242.92 FEET; THENCE NORTH 18 DEGREES 06' 28" EAST 133.06 FEET; THENCE NORTH 08 DEGREES 00' 13" EAST 624.92 FEET; THENCE NORTH 30 DEGREES 34' 58" EAST 203.38 FEET; THENCE NORTH 05 DEGREES 12' 47" WEST 559.36 FEET; THENCE NORTH 02 DEGREES 24' 02" WEST 86.84 FEET AND THENCE NORTH 00 DEGREES 41' 58" EAST TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 29.

APN: 8678-019-014

EXHIBIT B

_____, 2006

The Trust for Public Land
116 New Montgomery St., 3rd Floor
San Francisco, CA 94105
Attn: Gilman Miller, Regional Counsel

Chief Administrative Office
County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 754
Los Angeles, CA 90012
Attn: Don Simpson

RE: **CONSENT TO ASSIGNMENT OF REPRESENTATIONS AND
WARRANTIES CONTAINED IN OPTION AGREEMENT**
Marshall Canyon – Pirrone/Rehfeld Property, Los Angeles County, CA

Dear Friends:

This Consent to Assignment of Representations and Warranties (“**Consent**”) is made by with reference to that certain Option Agreement which is dated as of January 13, 2006 (the “**Agreement**”) by and between **STEPHEN P. & BETSY A. PIRRONE**, individual California residents and husband and wife (the “**Pirrone Sellers**”), as to an undivided thirty percent (30%) interest as community property with right of survivorship, and **DALE W. and NANCY L. REHFELD**, individual California residents and husband and wife (the “**Rehfeld Sellers**”), as to an undivided seventy percent (70%) interest as community property with right of survivorship (collectively and individually the Pirrone Sellers and the Rehfeld Sellers shall be referred to herein as “**Seller**”) and **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation (“**Buyer**”).

Pursuant to Section 10.11 of that Agreement, Seller has agreed that Buyer may assign its interest in the Agreement to a Public Agency and may assign to such assignee any indemnities, representations or warranties of Seller received by Buyer under the terms of this Agreement, and Seller shall, if requested by Buyer, execute and deliver reasonable documentation acknowledging its agreement to such assignment of its indemnities, representations or warranties hereunder. Buyer has identified the County of Los Angeles, a political subdivision of the State of California (the “**County**”), as the ultimate purchaser of the underlying property and Buyer intends to exercise the option under the Agreement and immediately, via back-to-back escrow closings, transfer the underlying property to the County. County has requested that Seller agree that the

indemnities, representations and warranties of the Seller in the Agreement, including, without limitation, those in paragraphs 3.2, 4.4, 4.5, 6, 7, and 10 and Exhibit E, Owner's Title Affidavit, also be for the benefit of, and enforceable by the County.

Now therefore, Seller hereby acknowledges and agrees that all of the indemnities, representations, and warranties made by the Seller in that Agreement for the benefit of Buyer as described above, are also for the benefit of the County and may be enforced by the County as if the County were Buyer under the Agreement.

SELLER:

Stephen P. Pirrone

Betsy A. Pirrone

Dale W. Rehfeld

Nancy L. Rehfeld

EXHIBIT C

_____, 2006

First American Title Company
520 N. Central Avenue, 8th Floor
Glendale, CA 91203
Attn: Anna Monez, Escrow Officer

RE: Joint Closing Instructions (TPL/County)
Escrow No. _____
Marshall Canyon – Pirrone/Rehfeld Property
Los Angeles County, CA

Dear Ms. Monez:

This letter will constitute the joint closing instructions of **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation ("TPL") and **COUNTY OF LOS ANGELES**, a political subdivision of the State of California ("**County**") for a transaction whereby:

- (1) TPL will receive title by grant deed from Stephen P. & Betsy A. Pirrone, individual California residents and husband and wife (the "**Pirrone Sellers**"), as to an undivided thirty percent (30%) interest as community property with right of survivorship, and Dale W. and Nancy L. Rehfeld, individual California residents and husband and wife (the "**Rehfeld Sellers**"), as to an undivided seventy percent (70%) interest as community property with right of survivorship (collectively and individually the Pirrone Sellers and the Rehfeld Sellers shall be referred to herein as "**Seller**") for certain real property located in Los Angeles County, California (the "**Property**") described in First American Title Company's Preliminary Title Report dated as of September 6, 2005, Order No. 1761277 (the "**Title Report**") in accordance with separate escrow instructions to be submitted to you by TPL and Seller. TPL will receive a policy of title insurance on the Property.
- (2) In a back-to-back closing, TPL will convey the Property to the County by grant deed in accordance with the Agreement of Purchase and Sale dated May 5, 2006 between the County and TPL ("**Agreement**"). The County will receive a policy of title insurance on the Property in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000.00).

This escrow shall close as soon as possible. However, you are instructed not to close either part of this transaction until you are in a position to simultaneously close both the conveyance of the Property to TPL and the back-to-back conveyance of the Property to the County.

A. PARTIES

The parties to this transaction are as follows:

<u>Parties</u>	<u>Role in Transaction</u>
1. Stephen P. & Betsy A. Pirrone 12660 Socorro Drive Rancho Cucamonga, CA 91739 phone: (909) 899-6387 fax: (909) 899-6714	Owner of the Property, which will be conveyed to TPL
Dale W. & Nancy L. Rehfeld 141 North Whispering Oaks Drive Glendora, CA 91741 phone: (626) 821-5257 fax: (626) 914-2789	
2. The Trust for Public Land 116 New Montgomery Street Third Floor San Francisco, CA 94105 Attn: Gilman Miller, Esq. Tel: (415) 495-5660 x360 Fax: (415) 442-0487	Purchaser of the Property from Owner
3. Chief Administrative Office County of Los Angeles Kenneth Hahn Hall of Administration 500 West Temple Street, Room 754 Los Angeles, CA 90012 Attn: Don Simpson Tel: (213) 974-4262 Fax: (213) 217-5112	Grantee of the Property from TPL in a back-to-back transaction
Office of the County Counsel County of Los Angeles 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012 Attn: Kathleen Dougherty Felice, Principal Deputy County Counsel Tel: (213) 974-1852 Fax: (213) 687-733	Attorney for the County

The following is not a party to this escrow
but is depositing funds to facilitate this
transaction:

Wildlife Conservation Board
("WCB")
1807 13th Street
Suite 103
Sacramento, CA 95814-7117
Attn: Randy Nelson
Tel: (916) 445-1696
Fax: (916) 324-1712

Funder in the amount of _____
Dollars (\$____.00)

Los Angeles County Regional Park
and Open Space District
("District")
c/o Dept. of Parks & Recreation
433 South Vermont Ave., 4th Floor
Los Angeles, CA 90020
Attn: Bettie Gonzalez
Program Mgr.
Tel: (213) 738-2119
Fax: (213) 385-0875

Funder in the amount of _____
Dollars (\$____.00)

B. DEPOSITS INTO ESCROW

The parties will deposit with you, in escrow or in connection therewith, the following
documents, items and funds:

<u>Party</u>	<u>Deposits</u>
1. TPL	<ul style="list-style-type: none">a. The duly executed and acknowledged original grant deed to the County (form attached as Exhibit A);b. The duly executed and acknowledged Notice of Unrecorded Grant Agreement between WCB and TPL;c. California Form 593-C duly executed by TPL;d. Non-Foreign Affidavit duly executed by TPL;

- e. Original certified copy of TPL's Board of Directors' resolution authorizing this transaction;
 - f. TPL's wire transfer instructions to be used by you to wire any funds remaining in TPL's account at the conclusion of this transaction, attached to these instructions;
 - g. A fully executed original of Exhibit B to the Agreement ("Owner's Letter"); and
 - h. Duplicate original of these closing instructions executed by TPL.
2. County
- a. Certificate of Acceptance, to be attached to and recorded with the grant deed; and
 - b. Duplicate original of these closing instructions executed by the County.

C. CLOSING PROCEDURE

When the above described parties have deposited all of the items to be deposited by them in accordance with the foregoing section, you are authorized and instructed as follows:

1. You are not to close this transaction until you are in a position to simultaneously close Escrow No. NCS-211350-LA1 between TPL and its Seller, and:
 - a. You are prepared to issue an ALTA standard policy of title insurance with the specified liability in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000.00) insuring the County as owner of the Property, subject only to: (a) the lien for nondelinquent real property taxes; (b) general and special taxes and assessments must be shown as paid or not yet due; (c) the standard printed exceptions or exclusions on the form of title insurance policy issued pursuant to Section 4.3 of the Agreement except as set forth above; and (d) the Notice of Unrecorded Grant Agreement.

- b. To the extent required by law, you are prepared to act as the Reporting Person pursuant to Section 6045(e) of the Internal Revenue Code, as amended, and thus you will complete and file Form 1099 with the Internal Revenue Service, on or before February 28 of the calendar year following the calendar year in which this escrow closes.
- c. You are prepared to deliver all documents and to do all things as hereinafter directed.

2. When each of the above has occurred, you are instructed to perform the following:

- a. You are to transfer into Escrow No. NCS-211350-LA1, to the account of TPL, those funds which were deposited into this escrow, Escrow No. _____, by WCB and the District to facilitate this transaction.
- b. Any real property taxes will have been prorated between Seller and TPL in Escrow No. NCS-211350-LA1.
- c. You are to deliver and record the Notice of Unrecorded Grant Agreement between WC and deposited by TPL.
- c. You are to deliver and record for the benefit of the County the grant deed for the Property deposited by TPL and the certificate of acceptance deposited by the County.
- d. You are to deposit into this escrow account those funds which were deposited into this escrow by the District for the closing costs and to pay the following therefrom:
 - 1. The escrow fee in this transaction;
 - 2. Recording fees, if any, in accordance with the customary practice of Los Angeles County; and
 - 3. The cost of the County's title insurance policy for the Property as specified in C.1.a. above.

3. Immediately following the closing of this escrow or as soon thereafter as possible, you are authorized and instructed as follows:

- a. You are to deliver to TPL and the County their respective final closing statements and any funds held for TPL remaining unexpended per these instructions.

- b. Following recordation, you are to deliver to the County (1) a conformed copy of the recorded TPL-County grant deed; (2) the original recorded grant deed to the County; (3) the certificate of acceptance; (4) the County's policy of title insurance on the Property; (5) the Owner's Letter; and (6) a copy of these escrow instructions signed by all parties.
- c. Following recordation, you are to deliver to TPL (1) a conformed copy of the recorded TPL-County grant deed and certificate of acceptance; (2) a copy of the Owner's Letter, and (3) a copy of these escrow instructions signed by all parties.
- d. You are to deliver to WCB (1) a conformed copy of the recorded TPL-County grant deed.

The Agreement of Purchase and Sale by and between TPL and the County of Los Angeles dated May 5, 2006 is attached hereto and by this reference made a part hereof. These instructions may be supplemented, amended or revoked by the undersigned at any time before close of escrow in writing or by telephone.

You will receive a counterpart of these instructions executed on behalf of the County indicating that they consent to and join in these instructions. Please acknowledge receipt of these instructions and indicate your agreement to act in accordance therewith by signing and returning a copy to the undersigned.

Sincerely,
THE TRUST FOR PUBLIC LAND

By: _____
Gilman Miller, Regional Counsel

cc: Don Simpson
Kathleen Dougherty Felice
Randy Nelson
Brady Moss

COUNTY OF LOS ANGELES, a political subdivision of the State of California, consents to and joins in these instructions

By: _____

Title: _____

Date: _____

Anna Monez, Escrow Officer
First American Title Company
May 8, 2006
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Receipt of the foregoing letter of instructions is acknowledged and the undersigned agrees to act in accordance with the foregoing instructions.

First American Title Company

By: _____

Date: _____

